**DECLARATION (37 CFR 1.63) FOR UTILITY OR DESIGN APPLICATION USING AN APPLICATION DATA SHEET (37 CFR 1.76)**

As a below named inventor, I declare:

I believe I am the original, first and sole inventor, or an original, first and joint inventor if more than one name is given below, of the subject matter which is claimed and for which a patent is sought in the invention described in:

- ☐ the attached application, or  
☒ application No. 10/783,951 filed on February 19, 2004,  
☐ as amended on \_\_\_\_\_;

I have reviewed and understand the contents of the application identified above, including the claims, as amended by any amendment specifically referred to above;

I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in 37 CFR 1.56, including material information which became available between the filing date of any prior application and the National or PCT International filing date of the continuation-in-part application, if applicable; and

All statements made herein of my own knowledge are true, all statements made herein on information and belief are believed to be true, and these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and may jeopardize the validity of the application or any patent issuing thereon.

**FULL NAME OF INVENTOR(S)**

Inventor one: Mark Stuart Vinton

Citizen of: New Zealand

Signature *M. S. Vinton*

Date 06/14/04

Inventor two: Grant Allen Davidson

Citizen of: United States of America

Signature *Grant Davidson*

Date 06/14/04



## POWER OF ATTORNEY

I am an official empowered to act on behalf of DOLBY LABORATORIES LICENSING CORPORATION, a corporation of New York, having a place of business at 100 Potrero Ave., San Francisco, California ("COMPANY").

COMPANY holds all rights, title and interest in the subject matter which is claimed and for which a patent is sought on the invention entitled "Adaptive Hybrid Transform for Signal Analysis and Synthesis" by Mark Stuart Vinton and Grant Allen Davidson, described in United States application Serial Number 10/783,951 filed February 19, 2004, by virtue of assignment from the inventor(s) identified above, recorded in the United States Patent and Trademark Office at Reel \_\_\_\_, Frame \_\_\_\_, or for which a copy thereof is attached.

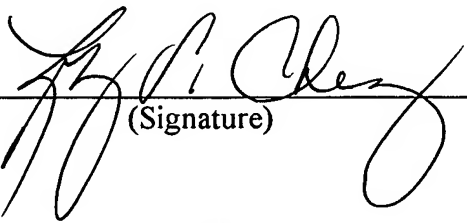
All prior-filed powers of attorney, if any, in connection with this application are hereby revoked and the following are appointed as principal attorneys and agents with full power of substitution and revocation, to appoint other principal and associate attorneys, to prosecute this application, to transact all business in the United States Patent and Trademark Office connected therewith and to receive the original Letters Patent:

Thomas A. Gallagher (Reg. No. 24,815)  
David N. Lathrop (Reg. No. 34,655)

Please send all correspondence to:

GALLAGHER & LATHROP  
601 California Street  
Suite 1111  
San Francisco, CA 94108-2805

For Dolby Laboratories Licensing Corporation:

  
(Signature)  
LILY S. CHEUNG  
(Printed Name)

JUNE 15, 2004  
(Date)

ASSISTANT SECRETARY  
(Title)

COPY

## ASSIGNMENT

I am an inventor of a new invention entitled "Adaptive Hybrid Transform for Signal Analysis and Synthesis" by Mark Stuart Vinton and Grant Allen Davidson, such invention being described in and identified by United States application Serial Number 10/783,951 filed February 19, 2004.

DOLBY LABORATORIES LICENSING CORPORATION, a corporation of New York, having a place of business at 100 Potrero Ave., San Francisco, California, hereinafter referred to as ASSIGNEE, is desirous of acquiring my entire right, title and interest in and to said application and said invention.

For good and valuable consideration, the receipt of which is acknowledged:

1. I sell, assign, transfer and convey unto ASSIGNEE, my entire right, title and interest:
  - (a) in and to said invention and application, any and all improvements relating to said invention and application, and each and every additional application filed anywhere in the world, whether or not the country of filing is a member of the International Union for the Protection of Industrial Property (The Paris Convention), which additional application is a division, substitution, continuation or continuation-in-part of, is based on or claims priority of said application, or which additional application relates to said invention or improvements;
  - (b) all priority rights associated with the filing of each and every such application, for each country of The Paris Convention, and
  - (c) in and to each and every Patent on said invention and improvements that may be granted by any country, including each and every Patent that may be granted on any of the applications referred to in sub-section (a), and in and to each and every reissue, re-examination or extension of each and every such Patent.
2. I warrant, covenant and represent the fact that I have not heretofore granted any license, right or privilege with respect to said invention or said application to any other, or in any other way encumbered the same, and that I have the full right to sell, assign, transfer and convey, free of all licenses and encumbrances, the entire interest hereby assigned.
3. I covenant that, at the request and expense of ASSIGNEE, I will promptly execute all papers necessary or desirable to perfect ownership of said invention, applications and said each and every Patent to ASSIGNEE, and execute all oaths, declarations and other papers necessary or desirable for prosecuting said applications, for use in interference proceedings involving said invention, applications and each and every Patent, for use in opposition proceedings involving said invention, applications and each and every Patent, for refiling said applications, for filing of divisional, substitution, continuation or continuation-in-part applications deemed necessary or desirable by ASSIGNEE, for

reissuance or re-examination of said each and every Patent, or for the filing in foreign countries of applications for Patent counterpart to or based on said application or to an application which is a division, substitution, continuation or continuation-in-part of said application or which application relates to said invention and improvements. I further covenant and agree that, at the expense and request of ASSIGNEE, I will promptly assist ASSIGNEE in interference and opposition proceedings involving said invention, applications and each and every Patent, and in litigation involving said invention, applications and each and every Patent, and will assist in the ascertainment of facts and the production of evidence relating to said invention, applications and each and every Patent.

4. The terms, covenants and provisions of this assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon me, my heirs, legal representatives and assigns.

Mark Stuart Vinton, a resident of San Francisco, California, United States of America



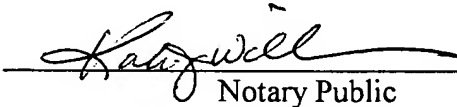
Signature

06/14/04

Date

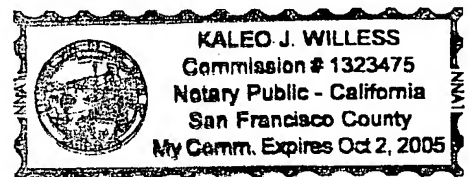
STATE OF CALIFORNIA           )  
COUNTY OF SAN FRANCISCO   )

On this 14<sup>th</sup> day of JUNE 2004, before me, the undersigned notary public, personally appeared the above-named person, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Assignment and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this Assignment he, or the entity upon behalf of which he acted, executed this Assignment.



Notary Public

SEAL



Grant Allen Davidson, a resident of Burlingame, California

Grant Allen Davidson  
Signature

6/14/04  
Date

STATE OF CALIFORNIA     )  
COUNTY OF SAN FRANCISCO     )

On this 14<sup>th</sup> day of JUNE 2004, before me, the undersigned notary public, personally appeared the above-named person, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this Assignment and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on this Assignment he, or the entity upon behalf of which he acted, executed this Assignment.

Kaleo J. Willess  
Notary Public

SEAL

